

(3) For a verification upon oath or affirmation:

State of Washington

County of Snohomish

Signed and sworn to (or affirmed) before me on 6/26/03 by Robert J. Bengtsson

Joy Deana Earle Loyett
(Signature)

(Seal or stamp)

JOY DEANA EARLE-LOYETT
STATE OF WASHINGTON
NOTARY PUBLIC

Notary

Title

My appointment expires 8-30-03

BEST AVAILABLE COPY

ASSIGNMENT

WHEREAS We, **Robert J. Bengtsson**, a resident of Mukilteo, Washington, and **Kwun-Wing W. Cheung**, a resident of Shoreline, Washington, respectively, ("Assignors"), have made a certain new and useful invention as set forth in an application for United States Letters Patent entitled, **APPARATUS FOR PROCESSING DIGITAL IMAGES**, executed on the date of execution of this document, as shown below, and filed concurrently herewith;

WHEREAS, Assignors believe themselves to be the original, first and sole inventors of the invention disclosed and claimed in the application for Letters Patent; and

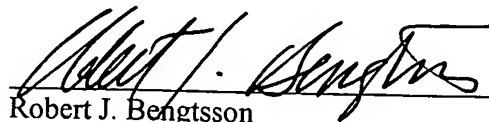
AND WHEREAS, THE BOEING COMPANY, having an address of 100 North Riverside Plaza, Chicago, Illinois 60606 ("Assignee"), is desirous of acquiring the entire right, title and interest in and to said invention, and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, Assignors do hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors and assigns, the entire right, title and interest in and to said invention, including the right to claim priority under 35 U.S.C. §119 and the right to sue for past infringement, as set forth in the above-mentioned application, including any continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said invention;

UPON SAID CONSIDERATION, Assignors hereby agree with the said Assignee that Assignors will not execute any writing or do any act whatsoever conflicting with these presents, and that Assignors will, at any time upon request, without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chooses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of Assignor and Assignee;

AND Assignors request the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said invention to said Assignee, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention covered thereby.

Date: 6/25/03


Robert J. Bengtsson

Date: _____

Kwun-Wing W. Cheung